

Minutes - Draft

**PECS-Planning, Economic Development & Community Services
Committee**

Monday, December 20, 2021

10:00 AM

Special Called Meeting

This meeting will be conducted via teleconference (Zoom). Simultaneous public access to the meeting will be available

*(1) via live stream on DCTV's webpage,
(2) on DCTVChannel23.TV*

Meeting Started At: 10:03AM

Attendees: Commissioners Johnson, Rader, Davis Johnson, Patrick, Cochran-Johnson

Present 3 - Member Jeff Rader, Chairperson Larry Johnson, and Member Mereda Davis Johnson

I. DISCUSSION

DeKalb County Land Bank Authority

-updates provided by COO Williams

-Z Williams: it's my recollection that we appointed 3 appointees from the CEO's nomination that the BOC has approved. There is one city, I believe is Lithonia, who has signed an IGA to say that they will partner with us; that would make a 4th appointee. For the 5th, the CEO will provide another nomination. The 3 members would be capable of holding a meeting; they have not thus far because there is no one in charge. I will request Allen Mitchell convene a meeting of the 3 members in January, while we solicit the City of Lithonia regarding their appointment for a 4th member for the Land Bank.

-LJ: requests COO have a job description ready for discussion at the meeting in January

-Question JR: when we resolved to reactivate the land bank 2 years ago, regarding a third party expert administrator - if we need administrative capacity we could ask the board to look at that contract and its scope of services, and have that ready to approve. Then we could begin with good momentum behind us. The important part is to put that strategy in front of them and ensure they are supported by it, so that they are running with some expert staffing. That would be quicker than hiring an individual because that would take time to have them familiar with the situation.

-Z Williams: that's my recollection as well

-LCJ: I have spoken with mayor of City of Lithonia, and her appointment is forthcoming this week. Based on the organizational structure, I don't believe her appointment would hinder the land bank itself from convening. It's been a couple of years now, was it Clayton County we had chosen to be the administrator of the land bank? At that time it was decided that Mr. Mitchell would handle those conversations and made recommendations upon his professional expertise. Mr. Williams, has there been constant contact with them since so much time has elapsed?

-Z Williams: there has not been constant contact with Clayton County land bank authority, so that's something we would need to rekindle. They were a model that the BOC believed would work; if we could contract with them, I believe was the recommendation. I would propose when we convene the meeting, whether before or after the Lithonia appointment, we would provide them the research done in the past that is needed to refresh them; we also have a lot of properties to get to and help them with their budget. I don't see a reason not to have a meeting in January.

-LCJ: regarding whether or not, after a 2 year lapse, I hope they are still on board. During that time documents have been executed, and contracts do have some form of expiration date.

-LJ: housing is so critical and trying to make sure we keep it affordable. We have land on Sams street and other places that we could use to create a model for the types of housing and public private partnerships. We have 10,000 seniors waiting for affordable housing in our area. You can imagine what the prices are for rent today, at least \$1400/month. We will have this back on our agenda the first meeting of January to continue our discussion.

Z Williams: by that time, we would have had a meeting set up

-LJ: regarding our IGA with Decide DeKalb, the funding level needs to be discussed.

-Z Williams: my recommendation was \$1.2M. I was seeking to hold them flat during the budget process.

LJ: one size is not fit all regarding departmental budgets, flat can't be flat for all

-Z Williams: to your point, I would intend as we phase out responsibilities in the IGA, we would pay for those.

II. AGENDA ITEM

2021-3244

Commission District(s): All

To Appropriate \$1,000,000 from Non-Departmental - General Fund - Reserve for Contingencies to Georgia Piedmont Technical College for the Regional Transportation & Training Center.

MOTION was made by Mereda Davis Johnson, seconded by Jeff Rader, that this agenda item be recommended for approval upon receipt of additional information to the Board of Commissioners, due back on 12/21/2021. The motion carried by the following vote:

Yes: 3 - Member Rader, Chairperson Johnson, and Member Davis Johnson

-information provided by County Attorney Ernestes

-V Ernestes: a memo and substitute agenda item were provided Friday to the commissioners describing the structure of the presentation. Regarding the transaction, counties have the authority to pay money to a development authority for economic development purposes. The structure is a 3 part structure. The County would appropriate \$1 million to Decide DeKalb for economic development purposes; Decide DeKalb would enter into a grant, an IGA with GPTC for the construction of a 28,000 sq ft regional training center facility in Lithonia; at this juncture all the documents have not been drafted, as this would be a tripartite IGA. The first part would be between Decide DeKalb and the County; the second part between Decide DeKalb and Georgia Piedmont Technical College. The agenda item appropriates \$1M to Decide DeKalb at the request of the college and outlines the structure of the deal. County Attorney Ernestes will circulate those documents for their execution in 2022 for the commissioners to review before moving this forward in the process. They have to be approved by Decide DeKalb and by Georgia Piedmont Technical College. The agenda item also reflects intent to include an additional \$3M in the 2022 budget that could either come in 2022 or both 2022 and 2023. Those decisions may be an 18 month process rather than a 12 month process.

-Question JR: I had been asking about a previous adult technical education program related to the media sector, intended to use space at the Everett Institute on that purpose; could you provide background on that relationship? I would like a recap of what that was; if we are investing in capital improvement, then we need a mechanism to ensure the investment was actualized. Will there be provisions that would create expectations for maintenance of the program?

-LJ: adding to that piece, the building that Georgia Perimeter took over was a private entity/developer.

-JR: Georgia Perimeter and Georgia State are now well established. I'm interested in the mechanics of that and how it's different from this, and how the department of adult and technical education will be formalized in providing that training. It's not usual for local governments to partner with the board of regents or board of adult and technical education for facility development, so I'd like to better understand that. What would be getting in terms of the commitment to the program we would support?

V Ernestes: regarding the Everett Institute, I don't currently have documentation on that, so I cannot provide a description of that relationship; I may not have been involved in that construct. Regarding the current IGA, it is strictly for the construction of the facility, and does not include expectations as to services that would be provided by the college to the students. I'm certain the college wouldn't have any problem providing that information.

-Question JR: your memo does say the new training center will provide programs; is there anything that includes memorializing that training of the students?

V Ernestes: not in the current draft sir; it can be added to it; the IGA is not limited; it has some length of time that can be extended through.

-JR: we would like to see that in the document. Is there anything that would indicate, if the building weren't built, and program not offered, there would be any liability to the department of adult and technical education?

V Ernestes: I believe that is being negotiated now; there are a number of requirements from the State Properties Commission in place through the state that would ensure those requirements are met. We would be piggybacking on those requirements; I'm sure there would be some provision for returning the money if the facility is not built.

-Question JR: would it be building to these specifications, or can they build in other classrooms/facilities?

V Ernestes: it is to be built to certain plans and specifications, and the Development Authority would be the entity that would ensure that it was built to those plans and specifications. That is part of the role the Development Authority would exercise to the County, and to report back to what has/hasn't happened.

-Question JR: but that agreement with the Development Authority has not been finalized, is that correct?

V Ernestes: that is correct

-Question JR: I certainly think we can appropriate money for the purpose, but it assigns the CEO and County Attorney responsible for ensuring these things are in there. Could we be more specific about including those provisions to ensure the building meets the needs for the program that is being proposed, and secondly there is an expectation that the Development Authority be responsible for the program that is being offered? Do we know the total cost?

V Ernestes: \$11 million. They are in the working stages of that as well. All the plans, specifications, program details have not been finalized.

-Question JR: have you shared a description of the state's commitment to this?

V Ernestes: I can ask that from the lawyers; what I've shared is what was presented by Dr. Holston and Senator Jones at previous committee of the whole meetings. I can certainly ask for those.

-Question MDJ: is the \$1 million appropriation what we're talking about for this year?

-JR: we can reserve this for an appropriation, so there is the commitment to spend money; there would also be an expectation of appropriation in following years. The department of adult and technical education is not under completely friendly control

in the State of Georgia; we don't know what political officials may end up doing about any of this. I want to ensure we act in a business-like fashion and not in goodwill of forces beyond our control or those that have control; the Board of Adult and Technical Education is a statewide board. I'd like to see if we could resolve to set aside the funds, but also continue to expect enforceable guarantees to ensure the money benefits the stakeholders of DeKalb.

-LJ: we can add that to ensure if they don't do it we get it back. At the meeting tomorrow we can make the reserve for appropriation

-JR: I would like to have that clarified in the resolution, that this is not a binding appropriation until such time we are able to gain those enforceable assurances. The specific year would need to be modified also being as it may not be done in 2022. Spreading over multiple years would be reasonable but it doesn't say that now. We should style this as a reserve for appropriation subject to enforceable contract.

-Question MDJ: anything that needs to be reserved or any conditions that need to be set, can be set in the contract, not the motion. We have a very able law department that have guided us, and I have full confidence in the Law department to stipulate what is needed in the IGA, for our monies to be returned if our money does not go forth, or any other provisions they feel would need to be in it. Commissioner Johnson and I have the highest dropout rates in the county; if you don't have the skills, you could head to jail without some training or education. They build jails based upon zip codes because that's where they feel you're headed to. The best way to reduce crime is through training, education, and opportunities; this program provides that. We have also partnered with EGM for cutting glass and design work. The apprentice chosen for that did not know about that opportunity prior. Out of 11 apprentices, 11 are still there, and they are working at the airport, and are so excited about this. They could make up to 6 figures doing that type of work they never knew they had the ability to do until Georgia Piedmont and DeKalb County reached out to them. If you don't know about the opportunities, you could be subject to the outcomes they say you will be in before you reach 3rd grade. I know what this program could do for students throughout DeKalb. I'm ready to make a motion to set aside these funds and what Law needs to do to ensure our money is consistent with our goals and purpose.

-LCJ: I wholeheartedly support the initiative. From a contractual standpoint, I had several questions. Attorney Ernstes, the document does not discuss a mention of the design of the building, square footage, etc. what will the building look like. There's not clear language that states after the building is constructed it will remain what was stated in the preamble. Also, we need to see the curriculum for a state approved certificate/degree. There should be some form of ongoing reporting for the investment we are making; whether that is every 6 months or annual we need reporting back to us on it. After the program is created, how will the program be sustained after the allocation? How will they recruit? Will additional partners be sought? What is the exact investment from the state? What is the cost of the overall program? Lastly, in addition to the \$3M it states it will be allocated in 2022. Should the document be silent as to that allocation at this time? If it's in writing, that's what you would be bound to. I would have no problem moving forward with an appropriation if these things are addressed. These statements are to ensure we are in order, and I trust the legal department to address these issues.

-LJ: County Attorney please bring that information back to us in writing

V Ernstes: could I get some guidance on what to expect tomorrow regarding this item?

-MDJ: motion to approve this agenda item, in that what the County attorney's office, after listening to our conversations today, what the County Attorney feels is appropriate for this agenda item, Law staff would draft the agenda item for the meeting on tomorrow, December 21, 2021. My motion is just for the allocation; what the legal allocations needs to be for the IGA to protect the county for lost funds for the IGA will be included.

Understanding the details of finalizing the agreement will not be complete now, but the County Attorney would have provisions where we would receive any monies back that we have paid out to them. Our specific portion would be on our contribution for economic development in DeKalb County. Also understanding that nuances, such as an annual report back to the Board of Commissioners would come later in the agreement. Our money should be protected through contract, and that's what I would direct, in addition to what other commissioners today stated pertaining to this particular allocation. We want to ensure that if these things do not happen, we need to ensure our money is not in jeopardy, and that we will either not be required to pay or be reimbursed for what we have put in, based upon the failure of the project to go forward. My motion is just for the allocation, whatever Legal provisions needs to be included in any IGA to protect us from losing money on a failed project to be included in the IGA.

Second JR

-JR: summarizing the key points of that motion, we want to reserve for appropriation \$1 million now and anticipate further appropriations in the future. To reserve funds for that specific purpose, subject to a contract the county attorney will develop to protect the interests discussed today; the resolution should describe the \$1M reserved out of the 2021 budget, and anticipate the appropriations not yet accomplished in 2022 and 2023, and make this subject to approval of a contract that

incorporates the safeguards discussed today and may emerge
Vote: yes unanimous

[2021-3432](#)

Commission District(s): All

Extension of the term of the 1984 operating agreement for Grady Hospital between Fulton County, DeKalb County, and the Fulton-DeKalb Hospital Authority for an additional two years.

This agenda item was recommended for approval upon receipt of additional information to the Board of Commissioners due back on 12/21/2021 .

-updates provided by COO Williams, Timothy Jefferson of Grady Health System's General Counsel

-Question JR: regarding the assignment of service delivery responsibility from the FDHA to the Grady Corporation, you are an officer for the Grady Corporation and not the FDHA correct?

T Jefferson: that's correct

-JR: This is a contract between the constituent counties and the FDHA and not the Grady corporation. That's important to recognize because several of the considerations that you outlined here are no longer responsibilities of the FDHA but instead of the Corporation, and that they are being negotiated or operationalized through the activities of the Corporation. I don't know that we are parties to that contract with the Grady Corporation. I would like to see in this list of considerations, to better outline and formalize the relationship between the supporting jurisdictions and the Corporation as well as FDHA, who under state law, will remain stewards of the capital assets of the Hospital. Secondly, it's not typical that the contract in the past between the County and FDHA has committed the supporting counties to a specific program of capital improvements; those issues were decided based upon the merits of the improvements made. I don't want to incorporate approval of capital projects into an operating agreement. Thirdly, regarding an inclusion of provisions for preventive care and community-based services, that is more likely to be a function of the Grady Corporation rather than FDHA unless there are specific cases; I also think it's important to bring in the negotiation other organizations we support such as Boards of health, federally qualified health centers, and other service providers so that we can have a true pervasive partnership and collaboration for operating efficiencies. Also, expectations as opposed to FDHA - I'm interested in ensuring this agreement explore the potential for a more direct relationship between the Grady Corporation and supporting jurisdictions. Regarding timelines, I believe a draft should be ready in the first quarter of 2022, and we could conclusively look to the development of a document, while including other milestones within this process. I would like to see something more concrete in terms of those commitments, and an indication that FDHA is supportive of the commitments now incorporated into this piece of a Grady operating agreement. Mr. Williams or Jefferson, has FDHA taken formal action on extending the contract, or are they waiting on Fulton County?

T Jefferson: Fulton County has taken action, and they are waiting on us to come forward with an agreement. The agreement to extend the old agreement was signed off on. The intent is that we will move forward as quickly as possible in creating a draft in early 2022 so that discussions can begin. The work on the new draft is being done by the Grady Corporation.

-Question JR: has the FDHA taken action on this extension?

T Jefferson: the FDHA has signed off on the extension, and they are fully on board; we are carrying water at this point and are working hand in hand with the authority on this.

-Question JR: the stipulations for operating funds have not changed correct?

T Jefferson: that's correct; the budget process will not change as has been the process in the past.

-JR: if FDHA has voted on a contract extension, we would have to adopt their form or else we wouldn't have an enforceable contract since we have to adopt the same thing. I would like to know the role of the FDHA regarding the capital plan of the operation. It would be helpful to include reference to that new area of partnership, as well as healthcare providers that work in the same space.

-Question Z Williams: would we include that role of capital oversight in the 2 year extension or part of the development of a longer agreement?

JR: we are extending the existing relationship, but as we describe the new Grady operating agreement, it seems like there needs to be at least 4 parties to it: the governments, the Corporation, and the FDHA. In addition, if Fulton has already adopted a particular form, and the FDHA has adopted a particular form, it would be

complicating to do otherwise

-Z Williams: the thinking was that we would be signing an extension as presented originally, and by some sort of directive, the Board would provide stipulations of things they would like incorporated into the longer term extension.

-JR: perhaps a three party agreement that would include the counties, the FDHA, and the Corporation to talk about where we're going in the future

-V Ernstes: commissioner you have a point. The FDHA and Fulton County have approved an agreement, and it's the agreement that Mr. Philips circulated last week. What it says in section 1 regarding an extension of a contract, we can only extend the end of this year, because that would hit the 50 year limit. That is the guiding issue (reading of section 1 language by County Attorney Ernstes). The current extension sought to extend contract through December 31, 2023. There could be a tripartite agreement and the language has been approved by Fulton and DeKalb. The way to handle this - You could approve this extension and direct me or COO to put a placeholder in January for a term sheet for an agreement so that we could keep this on the Board's agenda and this committee on a monthly basis. We understand that you will not be able to have another extension at the end of 2023. Something has to be done this year; a new agreement has to be drafted in some form or fashion.

-JR: the term sheet needs to include that the parties expected to negotiate would adopt that term sheet, so that we would have a shared roadmap. It would be great to propose it as an IGA or inter-agency agreement regarding a roadmap for negotiation.

-V Ernstes: Mr. Phillips circulated the actual extension; there will be a substitute tomorrow that would add that document to the agenda, but the motion could instruct Mr. Williams to bring a terms sheet. Mr. Jefferson and counsel for the Authority will certainly help us work on that at the first meeting in January; it would be a placeholder to get us started down the road with negotiations.

-JR: please stipulate in the term sheet for being an intergovernmental agreement

-LJ: Mr. Jefferson, for the term sheet please add rules of engagement for merging sick care and wellness care. I want to aim for wellness provisions that help control patient care. Do have the latest technology and clinical trials that could help eradicate issues faced today? That would require us as a board to look at our funding if we want a state of the art county hospital for the future. Regarding training, how do we use the system we have and what other medical centers can we bring in for training? We have to find ways to ensure we have skills for the 22nd century. High schools could be a place that are targeted for future training. Madam Attorney please circulate the information regarding extension, and we will start with the term sheet in January, and I hope we can start those full-fledged meetings with the counties in March after our DeKalb budget process. Bring it back to us every 2 months; please have that as part of that extension

V Ernstes: I will have that for you in just a moment

-JR: motion to recommend extension of the contract, with provision Law will draft framework for IGA creating expectations for adoption by the parties in subsequent projects that may include Fulton-DeKalb, Grady, FDHA, and other parties that may be privy to that space

Second MDJ

Vote: yes unanimous

Meeting Ended At: 11:35AM

MOTION was made by Mereda Davis Johnson, seconded by Jeff Rader, that this agenda item be adjourned meeting. The motion carried by the following vote:

Yes: 3 - Member Rader, Chairperson Johnson, and Member Davis Johnson

Barbara H. Sanders-Norwood CCC, CMC